



Alan Lowenthal

Assemblymember 54th District

District Office:

115 Pine Avenue, Suite 430
Long Beach, CA 90802
(562) 495-4766 • Fax: (562) 495-1876

Capitol Office:

State Capitol
P.O. Box 942849
Sacramento, CA 94249-0054
(916) 319-2054 • Fax: (916) 319-2154

E-mail:

Assemblymember.Lowenthal@assembly.ca.gov

Web Site:

<http://democrats.assembly.ca.gov/members/a54>

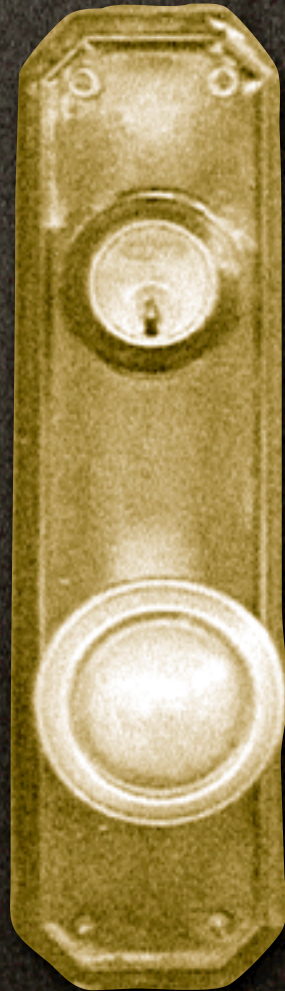
Assembly Web Site:

www.assembly.ca.gov

Know Your Rights!

Printed on Recycled Paper • Rev. 9/02

Landlord/Tenant GUIDEBOOK



compliments of Assemblymember Alan Lowenthal

CONTENTS

MOVING IN PAGE

Rental Discrimination	1
Inspecting the Premises	2

KNOW THE LANDLORD

Know the Landlord 5

THE RENTAL AGREEMENT

Oral Agreements	6
Written Agreements	7
Deposits and Fees	9

LIVING IN RENTAL PROPERTY

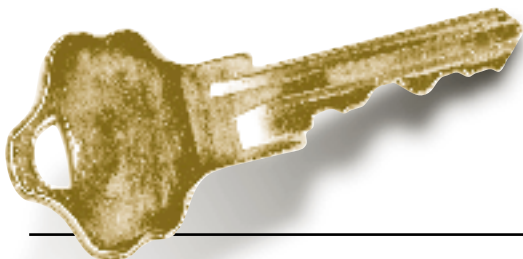
Right of Payment of Rent	10
Right of Entry or Access	11
Landlord's Responsibilities	11
Tenant's Rights	12
Tenant's Responsibilities	14
Roommates	14
Repairs	15
Rent Control	17

MOVING OUT

Eviction	17
Moving Out of Rental Property	18
Refunding Deposits	18
Small Claims Court	19

SECTION 8 HOUSING

Section 8.....	21
Procedure.....	21
Responsibilities of Tenant.....	23
Responsibilities of Landlord	23
Local Housing Agencies.....	24



NOTES

LOCAL HOUSING AGENCIES

Housing Authority of the City of Long Beach

521 East Fourth Street, Long Beach, CA 90802
(562) 570-7328

Legal Aid Foundation

110 Pine Avenue, Suite 420, Long Beach, CA 90802
(562) 435-3501

Long Beach Fair Housing Foundation

200 Pine Avenue, Suite 240, Long Beach, CA 90802
(562) 901-0808

Long Beach Neighborhood Nuisance Abatement Program

City Hall, 333 West Ocean Boulevard
(562) 570-5257

Long Beach Housing Services Bureau

110 Pine Avenue, 12th Floor, Long Beach, CA 90802
(562) 570-6808

Los Angeles Housing Department

3550 Wilshire Blvd. #1500, Los Angeles, CA 90010
(866) 557-7368

Los Angeles Fair Housing Hotline

(800) 477-5977

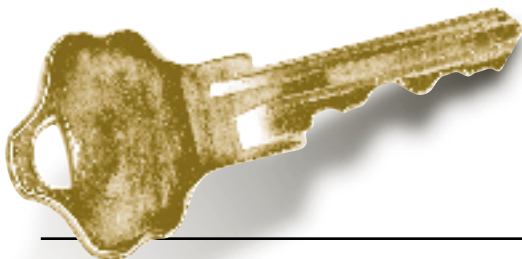
Rancho Palos Verdes – Planning, Building and Code Enforcement

30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275

Planning/Code Enforcement: (310) 544-5228

Building/Safety: (310) 541-7702

Inspection: (310) 541-9809



MOVING IN

RENTAL DISCRIMINATION

By law, a landlord may not discriminate against a prospective tenant on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, (California Government Code 12955) or physical or mental disability, or medical condition (California Civil Code 54 and 54.1).

In general, landlord discrimination against a prospective tenant may be suspected when:

- A. The property which is personally inspected differs substantially from that which was described in the newspaper advertisement.
- B. A rent application is ignored.
- C. The landlord or building manager says there are no vacancies even though there is a “for rent” sign visible.
- D. The prospective tenant is placed on a waiting list and receives no response from the landlord or building manager. However, a waiting list is commonly used for Section 8 Housing.

It is illegal for a landlord to ask questions about race, religion, sexual preference, age, or marital status to a prospective tenant.

If a person suspects rental discrimination, he/she should write down what happened and file a report within 60 days with any of the following:

Department of Fair Employment and Housing

2000 O Street, No. 120, Sacramento, CA 95814
(800) 233-3212

Department of Real Estate

2201 Broadway, Sacramento, CA 95818
(916) 227-0864

Housing and Community Development

1800 Third Street , P.O. Box 952050

Sacramento, CA 94252-2050

(916) 445-4782

California Housing Finance Agency

100 Corporate Pointe, Ste. 250, Culver City, CA 90230

Main: 310-342-1250

Contractors State License Board

Post Office Box 26000, Sacramento, CA 95826

800-321-2752

A tenant may also contact a lawyer if a discrimination suit is being considered. If a tenant cannot afford a lawyer, he/she can contact their local office of the California Rural Legal Assistance or Legal Aid Society Office.

INSPECTING THE PREMISES

Before leasing or renting property, a tenant should make sure he/she is comfortable with the location of the rental property and with the neighbors. It is also important to inspect the premises of the new apartment or house very thoroughly. This way the tenant and the landlord will both know what conditions the rental property is in.

Bring a friend and a camera when inspecting the premises so there will be a witness and documented evidence of the condition of the rental property. An inventory checklist should also be signed and dated by both the tenant and the landlord so it is clear both parties understand the current condition of the premises and what needs to be done. When you're inspecting the premises...

ALWAYS...

A. CHECK THE STRUCTURE (floors, walls, ceilings)

The structure of the rental property must be weatherproof, waterproof, and rodent proof. "Weatherproof" means there should be no holes,

RESPONSIBILITIES OF TENANT

- A.** Upon request, provide accurate information to the Housing Authority regarding family composition, income, and medical and unusual expenses.
- B.** Look diligently for a decent, safe, and sanitary living unit.
- C.** Complete and submit a Family Contract List, if an extension is needed.
- D.** Submit a request for Lease Approval.
- E.** Sign a lease with owner.
- F.** Do your best to maintain the unit.
- G.** Pay the rent promptly.
- H.** Comply with all lease requirements.
- I.** Notify the Housing Authority and the property owner of intentions to vacate.
- J.** Promptly notify the Housing Authority of any changes in income or family composition.

RESPONSIBILITIES OF LANDLORD

- A.** Pay for utilities and services (unless paid directly by family), insurance and taxes.
- B.** Perform ordinary and extraordinary maintenance.
- C.** Collect family rent.
- D.** Prepare and furnish information required under the Contract.
- E.** Comply with equal opportunity requirements.

For information on Section 8 Housing, call your City Housing Authority.

- E. If approved, the owner and applicant sign a lease. The family moves in and pays rent, and the Housing Authority supplements payments to the owner for the terms of the lease.
- F. The Housing Authority recertifies families and units at least annually.

*“All parties
benefit if they are
aware of pertinent
rights, legislation and
issues that affect
landlords and
tenants.”*

cracks, or broken plaster. Make sure the floor is even and the plaster on the walls is not peeling. Also, check around the frames of the doors and windows to make sure there is a good weather seal so that the wind and the rain will not come in.

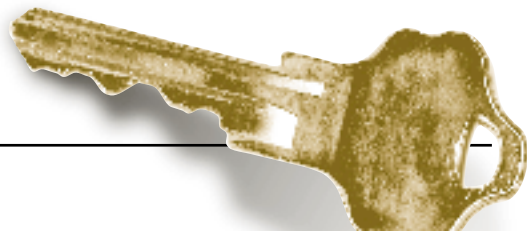
“Waterproof” means there should be no water leaks. Dark round spots on the ceiling or dark streaks on the walls usually indicate there are rain leaks and possibly a faulty roof.

“Rodent proof” means there should be no cracks and holes through which rats or mice could enter. Check for rodent trails and excrement in closets and cupboards. A landlord must provide exterminations services. If he or she fails to do so, any rodent or other pest problems should be reported immediately to the County Department of Health.

Check to see that the rental property has safe floors with no holes in them. It is a good idea to try and check under carpets. The rental property must also have secure stairways and railing.

B. CHECK THE PLUMBING

The plumbing system must be connected to the community’s water and sewage disposal system. Make sure that there are no leaks or rust in the plumbing. Check the faucets and pipes by filling the sink with hot and cold water. Listen for strange sounds in the pipes. Check to see if the water is discolored and how fast it drains. The hot water should not be less than 120 degrees Fahrenheit. It is also a good idea to check the water in the tub or shower.



C. CHECK THE BATHROOM

By law, a dwelling must have at least one toilet, one sink, and one bathtub or shower in a separate, ventilated room.

D. CHECK THE HEAT

Check the heating facilities. It is required by law that the landlord maintain these facilities in good working condition. If there are any gas heating facilities, be sure they don't leak. For example, if there is a gas stove in the rental property, walk outside, and then walk back into the room where the stove is. You should not be able to smell any gas.

E. CHECK THE LIGHTING AND VENTILATION

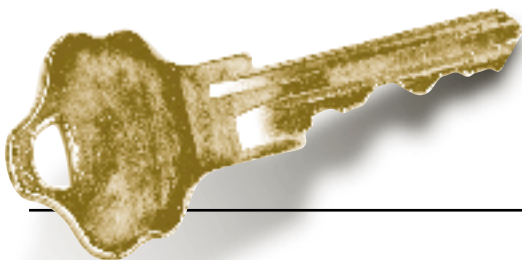
By law, a dwelling must have a window which can be opened at least halfway, unless mechanical ventilation is provided. Hallways and stairways must always be lighted.

F. CHECK WIRING AND ELECTRICITY

Make sure that there are no loose or exposed wires. Such wires are a fire and safety hazard. Every room should have at least two outlets (or an outlet and one light fixture). Every bathroom must have at least one light fixture in good working condition.

G. CHECK FOR FIRE SAFETY

Fire exits should be clearly marked. Many buildings will post a sign or poster as to what to do in case of fire. Exits to a street or hallway must be safe and free of litter and obstruction.



SECTION 8 HOUSING

The Section 8 Housing Program was created by the federal government to make it possible for lower income families, senior citizens, and handicapped or disabled persons who are eligible to rent privately-owned housing that is decent, safe, and sanitary.

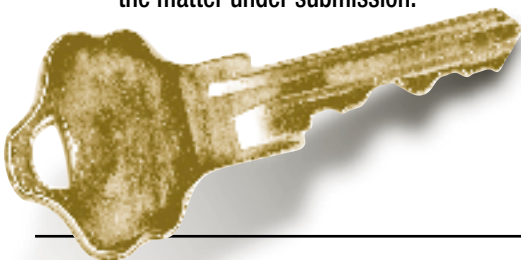
Under this program, qualified persons who have been certified by the Public Housing Authority are encouraged to negotiate directly with landlords to secure rental accommodations best suited to their needs. The accommodations must meet both rental and housing quality requirements of the program.

Depending on circumstances, a family's contribution toward the rent will equal no more than 30 percent of its adjusted monthly gross income after deductions. In addition, an allowance for utilities will be paid by the Housing Authority.

PROCEDURE

- A.** Interested persons file applications with the Housing Authority.
- B.** The Housing Authority establishes family eligibility, and issues a Certificate of Participation, or Housing Voucher.
- C.** The family locates a suitable unit (within rent range, meets Housing Quality Standards, and the owner is willing to participate in the program), performs an initial inspection, and notifies the Housing Authority.
- D.** The Housing Authority inspects the unit, approves or disapproves the proposed contract, and determines the amount of family and Housing Authority contribution.

- C. After the initial application, it is the claimant's responsibility to see that the respondent is served (informed of your intent to sue them). You may use the Marshal, a private person, or a process server. Instructions are on the Small Claims form.
- D. At the trial, NO lawyers are present, there are no formal rules of evidence, and there is no jury. **BE PREPARED.** Files and documents, photographs and witnesses should be brought to the courthouse when you are to present your case. Also, there may not be an interpreter available, and there is no right to an interpreter. Therefore, if you feel you may need an interpreter, it is a good idea to bring one with you.
- E. When you are asked to present your case, be brief and give **ONLY** direct relevant facts. After your oral presentation, present any other documentation (pictures, documents) or witnesses that you may have.
- F. Both sides have an opportunity to tell their side of the story and to question each other through the judge. **DO NOT** argue with your landlord or tenant.
- G. The person who brings the case to Small Claims Court has no right to appeal the decision of the judge. The person who is sued **DOES** have the right. However, it is faster and less expensive to bring a small claims action than to file a civil suit.
- H. The judge may decide immediately, or take the matter under submission.



H. CHECK THE TRASH & GARBAGE CONTAINERS

Garbage containers must be provided by the landlord and provisions made for garbage service. The landlord is also responsible for the repair of these containers.

If the dwelling does not meet the above standards, an agreement between the landlord and tenant should be worked out.

Make sure agreements are in writing, including dates when the repairs will be completed. The landlord should sign and date a statement that the tenant will not have to pay all or a portion of the rent until the repairs have been completed. Again, it is a good idea to have available photo documentation of the condition of the property upon rental in case it needs to be compared to the photo of the property once the repair has been made.

KNOW THE LANDLORD

It is very important to know the identity of the landlord. The person who rents the property is probably the manager. The landlord may be another individual or a very large company that handles many buildings and units.

It is equally important to know the manager. He/she is the person who will solve most of the tenant's problems.

By law, a rental agreement must state the name and address of the landlord and manager, or the person who signed the rental agreement. If it is not in the agreement, this information must be posted in two or more places in the building where tenants can see it. If the landlord's name is not posted, the manager must serve as the landlord.

THE RENTAL AGREEMENT

In most cases, a long-term written lease is preferable to a short-term oral agreement because it gives the landlord and the tenant documentation of the agreement in the event a dispute arises.

It is important to keep a file of all rental agreements, documents, and notices relating to the tenancy. A rental agreement can be in one of two forms: a lease or a month-to-month agreement.

Sometimes a lease or month-to-month agreement mentions another paper such as “House Rules.” Do not sign the agreement until you read the extra rules. Also, make sure that any blank spaces in the agreement are filled in or crossed out before you sign it and ask for a copy.

A. LEASE

This is an agreement, usually made in writing, that is for a specific period of time. Therefore, a landlord or tenant cannot change the terms of the lease, including raising the rent, until the specified period of time is over.

B. MONTH-TO-MONTH AGREEMENT

This agreement is not set for a specific period of time. Therefore, the landlord can change his/her rental terms every month. If the landlord decides to raise the rent, he/she must give the tenant 30-days notice, unless the landlord and the tenant have agreed to a shorter period of time in a written agreement.

ORAL AGREEMENTS

In an oral agreement, nothing is written down. The tenant and landlord come to an agreement on

SMALL CLAIMS COURT

Suing the landlord is sometimes the only recourse a tenant has when a tenant’s formal written request is ignored.

The tenant should be aware of any “Landlord Attorney Fees” provision in the lease or rental agreement. This provision requires the tenant to pay the landlord’s attorney fees. Landlords and tenant should thoroughly discuss fee arrangements at the time of SIGNING THE LEASE. The tenant should ask the landlord to eliminate this part of the lease at the time of signing it. Even though attorneys are not allowed in Small Claims Court, if the attorney fees clause remains in the lease, the tenant may be responsible for the landlord’s consultation fees with his/her attorney.

In most cases, the tenant or landlord should bring his/her own suit in Small Claims Court. Rules for Small Claims Court procedures are listed in the California Code of Civil Procedure, Section 116, et seq. **YOU DO NOT HAVE TO BE A U.S. CITIZEN TO FILE A SMALL CLAIMS ACTION.**

In order to file the suit, you should do the following:

- A. The tenant or landlord filing the suit should go to the Municipal Court, Small Claims Division, in the county where the property is located, or where the defendant lives, and complete the forms. You can ask that the case be heard at a specific time.
- B. Tell the clerk you want to sue your tenant or landlord and fill out the required “affidavit forms.” In some courts, the clerk may fill out these forms for you. It is always a good idea to ask. The amount you are suing for must be stated on the form. In California, the limit is \$5,000. This amount may include a claim for punitive damages.

MOVING OUT OF RENTAL PROPERTY

If a tenant decides to move, he/she should always give **WRITTEN NOTICE**.

If a tenant moves out early, he/she should try to arrange with the landlord to refund a portion of the rent if someone else moves in during the remaining period for which he/she has paid rent.

A tenant may ask the landlord for permission to break a lease agreement by subleasing to another individual (having someone else move into a rental property and pay the rent to the landlord).

It is VERY important to check with the landlord before subleasing in order not to violate the lease or rental agreement, which could lead to eviction of the present tenant.

REFUNDING DEPOSITS

If, within two weeks of the tenant's departure, the landlord refuses to refund deposits without citing a reason, the tenant may sue for return of the deposit.

If a tenant's premises are left clean and undamaged, but trouble with recovery of deposits is anticipated, one common technique is rent withholding.

A month before the end of the tenancy, the tenant can add up all deposits, last month's rent, etc., and tell the landlord that they are being applied as rent. HOWEVER, this should only be done in extreme cases. A better alternative is for the tenant to make a formal written demand for the return of his/her deposit. When a tenant leaves the premises, the tenant should give his/her new address to the landlord so that the information and/or the deposit can be sent.

the rent and the rental conditions (rent due date, amount of rent, etc.). This kind of agreement is usually much simpler than a written agreement, but there is always DANGER that if a tenant has a disagreement with the landlord, the two parties will remember the agreement differently.

WRITTEN AGREEMENTS

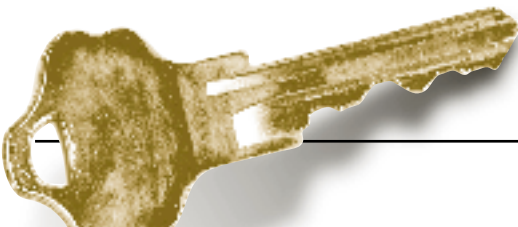
These agreements are more binding than an oral agreement because they clearly state the rental conditions. For this reason, it is very important to read the ENTIRE agreement very, very carefully. **UNDERSTAND IT BEFORE YOU SIGN IT!**

If a tenant or landlord wants to change the written agreement, it is legal and simple to do so long as both parties agree. All the landlord and tenant need to do is cross out the unwanted portions, write in designated changes, and have all parties sign and date the agreement and initial the changes. Both the landlord and the tenant should keep a copy of the agreement.

There are certain provisions in a written rental agreement that are of particular importance. However, some written agreements have rules that cannot be enforced. Many rental agreements are printed on forms available at stationery stores. Often, these forms are out of date because the law has changed.

A. PROVISIONS AGAINST ASSIGNMENT OF SUBLEASE WITHOUT LANDLORD'S CONSENT

In the absence of a provision to the contrary, a tenant may either assign or sublease his/her interest without the consent of the landlord. A provision in the lease against assignment or sublease prevents the tenant from transferring



all of the time remaining on the lease to a third party (assignment), or a PORTION of the time remaining on the lease to a third party (sublease).

Generally, an assignment or sublease in violation of a restrictive provision, without the landlord's consent, will subject the tenant to an action for breach of contract.

B. PROVISION SETTING NOTICE PERIOD

This provision sets the amount of time the landlord must give the tenant before serving notice to evict, raise the rent, or change the terms of the agreement. It also sets the amount of time a tenant is required to give "notice" to the landlord prior to moving out.

Generally, the notice period required to terminate a lease is consistent with the period of time of the original rental agreement. For example, a 30-day notice is needed to terminate a month-to-month lease, and one week's notice is needed to terminate a week-to-week lease.

However, if a landlord and tenant agree on a shorter notice period, this period must be observed. California law states that while this time can be shortened, it cannot be shortened to less than seven days. (California Civil Code 1946)

A lease may contain an "automatic renewal" clause. This means that unless either party gives the required notice to terminate the lease, it will be renewed for the same period of time as the original lease. In the case of a long-term lease, the automatic renewal provision is effective for a period not to exceed one year.

tenant's enjoyment and use of the premises, a tenant can break the lease in the middle of the rental or lease agreement. A written notice should be sent to the landlord before moving out for the protection of the tenant's rights.

RENT CONTROL

If the tenant does not live in a rent control area, a landlord can raise a tenant's rent any amount if he/she gives written notice. The notice must be at least as long as the period between rental payments (for example, on a month-to-month tenancy, 30-days notice is required.)

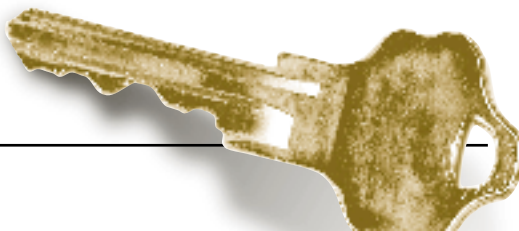
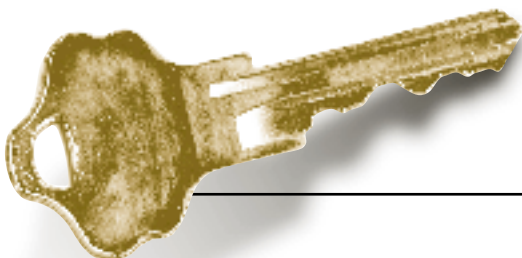
MOVING OUT

EVICITION

A landlord must give the tenant a three-day written notice to leave before suing to evict the tenant.

In order to evict the tenant, the landlord must get a court order. It is against the law for the landlord to lock the tenant out, take the tenant's belongings, take off doors or windows, cut off utilities, or any other kind of harassment (California Civil Code Section 789.3).

If any of these things happens, the tenant can take the landlord to court. If the tenant wins, the landlord will have to pay for any damages that occurred and up to \$100 for each day that the utilities were turned off, or at least \$250 for each law that was broken.



A. REPAIR AND DEDUCT

When a landlord refuses to make repairs, California law gives the tenant the right to make the repairs himself/herself (or hire someone), and deduct the cost from the next month's rent. A tenant can only make repairs equal or lower in cost to one month's rent. This is called "self help."

A tenant must wait a "reasonable amount of time" before he/she may use self help. A reasonable amount of time in most cases is 30 days, depending on the defect.

However, waiting 30 days to have plumbing repaired, or a heater fixed in the winter, is probably unreasonable. In those cases, three days is probably a reasonable time limit.

The tenant should give a written statement to the landlord itemizing the expenses, including copies of any repair bills, along with the balance of the remaining rent.

B. GOING TO THE LOCAL AUTHORITIES

A tenant may report hazards in the unit that the landlord has failed to repair to county and city health and safety agencies. These agencies can require the landlord to make the necessary repairs.

C. SUING THE LANDLORD

A tenant may sue his/her landlord if the landlord fails to make repairs which were the landlord's responsibility. Small Claims Court usually handles such cases.

D. MOVING OUT

As a last resort, a tenant may move out. If the landlord's failure to make repairs interferes with a

C. LANDLORD'S ATTORNEY FEES

A provision usually found in most preprinted lease agreements requires the tenant to pay the landlord's attorney fees should the landlord prevail in a court action to evict or collect rent from the tenant. However, this provision may also allow the tenant to collect attorney fees should he/she prevail against the landlord.

D. LATE CHARGES

This provision requires the tenant to pay a reasonable late charge if he/she pays rent late. The late charge may be a percentage of the rent or a flat fee.

DEPOSITS AND FEES

Landlords usually require a deposit when they agree to rent to a prospective tenant. This may be a "security deposit," a "cleaning deposit," or "last month's rent." All agreements concerning deposits should be in writing and kept in a file with other rental agreements and documents.

The law puts a limit on the deposits that the landlord can ask for, no matter what they are called. All of them cannot add up to more than the cost of two months rent for an unfurnished apartment, or three months rent for a furnished place.

A. SECURITY DEPOSITS

A security deposit is usually money held by the landlord for losses occurring because of damage to the landlord's property, or the failure of the tenant to pay rent. If a tenant leaves without paying the rent, cleaning the rental property, or paying for damages, the landlord can keep part of the security deposit.

Within two weeks after the tenant moves out, the landlord must give the former tenant a refund of the deposit or an itemized list of how the non-refunded money was spent.

B. LAST MONTH'S RENT

A tenant will sometimes have to pay the "last month's rent." If a tenant misses a rent payment, the month in question can be considered the "last month's rent," and the tenant can be evicted without the landlord losing any money.

Tenants may also find "last month's rent" convenient because the last month's rent will already be paid if they choose to move.

C. CREDIT CHECK FEE

Landlords can, and often do, charge a fee to check the credit of prospective tenants. A credit check costs approximately \$25.00.

D. INTEREST ON DEPOSITS

A tenant should consider asking the landlord to pay a moderate rate of interest on the security deposit. The money really belongs to the tenant until it is needed for repairs. **HOWEVER**, there is **NO** law requiring the landlord to pay interest on a deposit, and most do not.

LIVING IN RENTAL PROPERTY

RIGHT OF PAYMENT OF RENT

The landlord is entitled to an agreed-upon amount of rent, payable at a specified time, in return for providing a dwelling place for the renter. The amount of rent may be changed by agreement at the end of any agreed-upon period.

One tenant may collect the other tenant's share, but the agreement is between the two roommates, and if disputes arise, they may be resolved in court. A written agreement between the two roommates is often the most helpful for the protection of each roommate.

When a friend moves in to share a tenant's apartment, the landlord should be notified. Before the tenant allows someone to move in with him/her, the tenant should read his/her rental agreement to make sure there is no provision against having a roommate.

REPAIRS

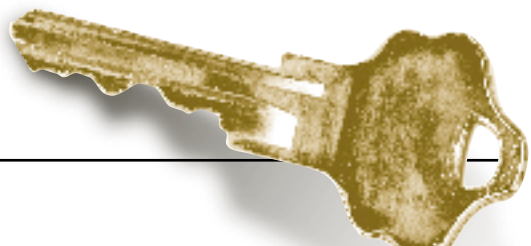
The condition of a rental property and the need for repairs is a common source of problems between landlords and tenants.

If a tenant is responsible for damage to the property, the tenant must repair it or pay the landlord to do so. If the tenant was not responsible for the damage, the landlord is responsible for making repairs.

Getting repairs made can sometimes be a difficult task. Hopefully, once the landlord is aware of the problem, he/she will promptly correct it. It is best to make any requests for repairs **IN WRITING**. Keep a copy, and make sure the request is dated.

If there is no response to a tenant's request for repairs, the tenant may take legal action to get **MAJOR DEFECTS** repaired.

There are several approaches to this problem (California Civil Code Section 1942):



TENANT'S RESPONSIBILITIES

- A. A tenant must keep his/her unit as clean and safe as possible.
- B. The tenant must dispose of garbage and trash in a clean and safe manner.
- C. The tenant and his/her guest must not destroy, change, deface, or remove any part of the premises.
- D. The tenant must use the dwelling as a residence and use the rooms for the purpose for which they were designed and intended.
- E. The tenant must pay his/her rent on the day it is due.
- F. The tenant must repair anything he/she or his/her guest damages or breaks, unless the damage resulted from normal wear and tear.
- G. The tenant and his/her guests must conduct themselves in a manner that will not disturb his/her neighbors' peaceful enjoyment of the premises.
- H. If the tenant sublets the apartment to someone else, the tenant is still responsible for the subtenant's actions and payment of rent, unless the landlord specifically agrees to the contrary.

ROOMMATES

Two adults may legally live together, but some communities have local zoning ordinances banning more than two unrelated persons from living together.

If there are tenant roommates and one tenant fails to pay his/her share of the rent, the other roommate is responsible for the full payment.

For example, the landlord can raise the rent when the lease expires.

Fee charged for late rent must be written into the rental agreement. If a rent check is returned for nonpayment, the landlord may charge the tenant a reasonable late fee and, upon notice, require future payments to be made in the form of a cashier's check or money order.

RIGHT OF ENTRY OR ACCESS

The landlord may enter the rental property without the tenant's consent **ONLY** in the following cases:

- A. In an emergency.
- B. To make necessary or agreed upon repairs, decorations, alterations or improvements; to supply necessary or agreed-upon services; or to show the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- C. When the tenant has abandoned or surrendered the premises.
- D. Pursuant to a court order.

Except in an emergency, the landlord must give reasonable notice (usually 24 hours) of his/her intent to enter and perform necessary repairs or alterations. If the landlord fails to notify the tenant, the tenant may file an action against the landlord for trespassing.

LANDLORD'S RESPONSIBILITIES

- A. Unless the tenant has agreed to repair or maintain the property in his/her lease, the landlord must keep the dwelling in a reasonable condition.



- B.** The landlord must comply with the requirements of applicable Building and Housing Codes materially affecting health and safety.
- C.** The landlord must make all repairs and do whatever is necessary to keep the premises in a clean, safe condition.
- D.** The landlord must maintain in good, safe, working order and condition all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances, including elevators supplied by the landlord.
- E.** The landlord must provide and maintain appropriate garbage containers and arrange for their removal.
- F.** The landlord must supply hot and cold running water.
- G.** The landlord must provide for the quiet enjoyment of the premises by the tenant. This means the tenants are entitled to privacy, peace, and quiet, and use of the premises free from landlord interference.
- H.** The landlord may not charge rent in excess of legal limits.

TENANTS RIGHTS

- A.** A tenant has the right to a safe and sanitary rental unit and common area. The implied warranty of habitability requires that a rental unit must “substantially comply” with building and housing code standards that affect tenants’ health and safety. (Please refer to the “inspect the premises” section of pages two through five for specific requirements.)

- B.** The cost of a security deposit cannot be more than the amount of two months rent for an unfurnished unit, or three months rent for a furnished unit. A tenant also has a right to a refund of the security deposit, or a written accounting of it, when they move.
- C.** A tenant may sue the landlord for alleged violations of the law or the rental agreement.
- D.** Under specific circumstances, a tenant may make repairs and deduct the repair costs from the rent, or withhold rent. A tenant cannot deduct more than the cost of one month rent for any one repair. And a tenant cannot use the repair and deduct remedy more than twice a year. Withholding rent is a risky procedure since the landlord may sue the tenant for the rent.
- E.** A tenant has a right to privacy. The landlord must give a tenant 24-hours notice before entering, except in emergencies. The landlord may not abuse the right of access to harass a tenant.
- F.** A tenant must be notified of a rent increase. The notification period must be at least as long as the period between rent payments. For example, in a month-to-month tenancy, the tenant must be given at least 30-days notice before a rent increase can take effect.
- G.** A tenant cannot be evicted because he/she has exercised a right or has complained of a problem. This is call “retaliatory eviction.” The law generally protects tenants from having their rent increased, being evicted, or other actions taken to punish them, if they can prove that their landlord is retaliating against them.

